

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

KRISTYN INGRAM,
Plaintiff,

v.

Cause No. 3:24-cv-00378

STATE OF TEXAS - TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER AT EL PASO,
Defendant.

PLAINTIFF'S ORIGINAL COMPLAINT AND JURY DEMAND

TO THE HONORABLE COURT:

Plaintiff, Kristyn Ingram ("Employee Ingram" or "Plaintiff"), now complains of Defendant, State of Texas - Texas Tech University Health Sciences Center at El Paso ("Employer TTUHSC" or "Defendant"), and shows the Court and jury as follows:

I. PARTIES.

1. Plaintiff Kristyn Ingram is a natural person residing in El Paso, Texas.
2. Defendant, State of Texas - Texas Tech University Health Sciences Center at El Paso, is a Texas state higher education institution, and may be served with process by serving Defendant's president, Richard Lange, at TTUHSC El Paso, Office of the President, 5001 El Paso Drive, El Paso, Texas 79905, or wherever he may be found.

II. JURISDICTION.

3. Jurisdiction is proper in this Honorable Court based on federal question jurisdiction. 28 U.S.C. §1331.

III. CHRONOLOGY OF FACTS.

4. Employers MUST never retaliate against employees who complain of or oppose sexual harassment and sex discrimination in the workplace to protect employees from financial losses and emotional trauma.

5. State of Texas - Texas Tech University Health Sciences Center at El Paso is an employer.
6. Employer TTUHSC MUST prevent sexual harassment and sex discrimination at work to protect employees from financial losses and emotional trauma due to job loss.
7. On or about December 12, 2013, Employer TTUHSC hires an Employee as an Assistant Professor in the Paul L Foster School of Medicine, Department of Anesthesiology, with a start date of April 1, 2014.
8. On or about April 18, 2023, Employer TTUHSC Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi receives an email from Employee complaining of discriminatory treatment by Dr. Marc Orlandi on the basis of Employee's sex.
9. On or about April 20, 2023, merely two days after Employer TTUHSC Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi receives Employee's complaint for what Employee believed in good faith to be sex discrimination, Employer TTUHSC Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi "contemplates" not reappointing Employee in retaliation for her complaint of sex discrimination.
10. On or about May 4, 2023, Employer TTUHSC Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi tells Employee that Dr. Orlandi supports Employee's application for a promotion to full associate professor and will "kick it off".
11. On or about that same day, May 4, 2023, Employer TTUHSC Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi indicates to Employee that Employee's contract of employment with Employer TTUHSC in the Department of Anesthesiology will be extended again.
12. On June 29, 2023, Employer TTUHSC Office of Equal Opportunity receives Employee's **first written complaint**, against TTUHSC Interim Chair of the Department of

Anesthesiology Dr. Marc Orlandi, reporting and opposing what Employee believes in good faith to be sex discrimination in violation of Title VII.

13. On July 3, 2023, Employer TTUHSC Office of Equal Opportunity receives Employee's **second written complaint**, against TTUHSC Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi, reporting and opposing what Employee believes in good faith to be sex discrimination in violation of Title VII, and specifically that Dr. Orlandi treats Employee differently from male employees of TTUHSC.
14. On July 7, 2023, merely four days after Employer TTUHSC Office of Equal Opportunity receives Employee's second written complaint against TTUHSC Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi for what Employee believed in good faith to be sex discrimination, Dr. Orlandi sends an email to TTUHSC Vice President for Faculty Success and Associate Dean for Faculty Affairs Dr. KoKo Aung stating "we are moving towards nonrenewal" of Employee's contract, *i.e.*, terminating Employee's employment -- and that Dr. Orlandi will not submit Employee's name for promotion consideration. What changed between May 4 and July 7 is that Employee filed two complaints with the TTUHSC Office of Equal Opportunity, against Dr. Orlandi, for what Employee believed in good faith was sex discrimination in violation of Title VII.
15. On August 30, 2023, Employer TTUHSC Paul L. Foster School of Medicine Dean Dr. Richard Lange -- on the recommendation of Interim Chair of the Department of Anesthesiology Dr. Marc Orlandi, and Vice President for Faculty Success and Associate Dean for Faculty Affairs Dr. KoKo Aung -- sends Employee a letter stating that TTUHSC will not continue Employee's appointment as Assistant Professor after August 31, 2024, *i.e.*, terminating Employee's employment.

16. On September 14, 2023, Employer TTUHSC Office of Equal Opportunity receives Employee's third written complaint that TTUHSC terminated Employee's employment in retaliation against Employee for Employee engaging in protected activity by making the prior complaints opposing what Employee believed in good faith to be sex discrimination in violation of Title VII.
17. On September 26, 2023, Employer TTUHSC Office of Equal Opportunity sends Employee a letter stating that the Office of Equal Opportunity will not investigate Employee's complaint.
18. That Employee is Kristyn Ingram.

IV. CAUSES OF ACTION.

A. Retaliation

19. Defendant retaliated against Plaintiff in violation of Title VII, which protects employees from retaliation for engaging in activity protected under Title VII, and under Chapter 21 of the Texas Labor Code, which protects employees from engaging in the same activity.
20. All conditions precedent to the filing of this action have occurred or have been fulfilled.

B. Sex Discrimination, Sexual Harassment, and Retaliation

21. Defendant discriminated against Employee Ingram in violation of Title VII and Chapter 21 of the Texas Labor Code which protect employees from sex discrimination.
22. All conditions precedent to the filing of this action have occurred or have been fulfilled.

V. NOTICE OF RIGHT TO SUE.

23. Attached as Exhibit A is the Notice of Right to Sue issued by the U.S. Equal Employment Opportunity Commission for Plaintiff.

VI. DAMAGES AND LOSSES.

24. As a direct and proximate result of Defendant's retaliation and conduct against Plaintiff, as described above, Plaintiff has suffered harms and losses. Plaintiff's harms and losses include, in the past and the future: lost wages and benefits; employment opportunities; lost income; loss of earning capacity; mental anguish; emotional pain and suffering; inconvenience; loss of enjoyment of life; and other non-pecuniary losses.

VII. EXEMPLARY DAMAGES.

25. Plaintiff is entitled to recover punitive damages under Title VII.

VIII. ATTORNEY'S FEES AND COSTS.

26. Plaintiff is entitled to recover reasonable and necessary attorney's fees and costs under 42 U.S.C. § 2000e-5(k), including any applicable expert fees.

IX. COURT COSTS.

27. Plaintiff is entitled to recover Plaintiff's court costs.

X. JURY DEMAND.

28. Plaintiff requests that this case be decided by a jury as allowed by Federal Rule of Civil Procedure 38.

XI. PRAYER.

29. Plaintiff prays that Defendant be cited to appear and answer and that Plaintiff have judgment against Defendant for the following: statutory damages, and actual damages, including but not limited to, past and future lost earnings, mental anguish and inconvenience, emotional pain and suffering, loss of enjoyment of life, bodily injury, pain and suffering, economic damages and benefits in the past and future, compensatory damages, punitive damages, prejudgment interest, post-judgment interest, attorney fees and expert fees, court costs and all costs of suit and such other and further relief to which Plaintiff may be justly entitled, in law and in equity.

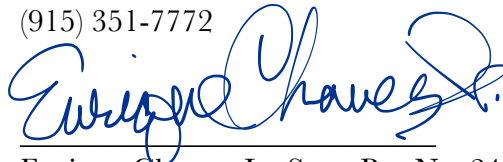
SIGNED on October 10, 2024.

Respectfully submitted,

Chavez Law Firm

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By:

A handwritten signature in blue ink, appearing to read "Enrique Chavez, Jr.", is written over a horizontal line.

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